IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.943 OF 2005

M/s.Bhagyalakshmi Laboratories Ltd. Plaintiff

versus

Rajendra Motilal Lodha Alias Rajubhai Defendant

Mr.B.B.Parekh for plaintiff.

None for defendant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 11th August 2005

PC :

1. Mr.Parekh appearing for the plaintiff tenders affidavit proving service of writ of summons. Said affidavit is taken on record marked "X". Mr.Parekh tenders original documents. Same are taken on record marked "X-1".

2. According to Mr.Parekh present suit is filed under Order XXXVII to recover monies under written contract as evidenced by the purchase orders, delivery challans and invoices. There is no dispute raised as to the quality, quantity or price of the suit goods. On the other hand, part

payments have been made to the extent of Rs.1.00 lakh as evidenced in the plaint. The total outstanding is Rs.1,11,413/-. The said amount is claimed along with interest. Mr.Parekh also relies upon the balance confirmation dated 1st April 2003. The balance has been confirmed by the defendant as he has signed at the foot of the same. Thus, the liability is acknowledged. No appearance is filed nor is there any defence to the suit claim. The claim is within limitation.

3. Mr.Parekh fairly states that the invoices do not carry any interest. The only modification is therefore that there will be a decree as prayed but the rate of interest would be 9% p.a. from the date of suit till payment and/or realisation. Office to draw up the decree accordingly. Refund of court fees and computation of advocates costs as per rules.

(S.C.DHARMADHIKARI, J.)